## Exhibit "A"

## **ARTIST AGREEMENT**

This Artist Agreement (the "Agreement") is made as of November 12, 2014 by and between Trunk Images, Inc. d/b/a Trunk Archive ("Trunk Archive") and Annie Leibovitz ("Artist"). This Agreement shall confirm the terms upon which Trunk Archive will be the worldwide representative for licensing certain copyrighted images in and/or to which Artist holds the copyright or reproduction rights.

- 1. <u>Grant of Rights</u>: Subject to the terms and conditions of this Agreement, Artist hereby grants to Trunk Archive the exclusive worldwide right to <u>license</u>, market, and promote the Licensed Images (as defined below) for all uses in any and all media. Notwithstanding the foregoing, nothing contained herein shall restrict Artist's right to collaborate with or deliver any Licensed Images to Robert Pledge and/or Contact Press Images for use in special projects or other endeavors Artist deems of interest. Artist shall make best efforts to notify Trunk Archive in advance if the use of a Licensed Image by Robert Pledge and/or Contact Press Images may conflict with the rights granted herein.
- 2. <u>Licensed Images</u>: The images subject to this Agreement shall be those <u>images provided</u> to Trunk Archive by Artist or Artist's authorized agent for representation hereunder (the "Licensed Images"). For clarification purposes, any sale or license of the Licensed Images by Trunk Archive must be approved by Artist in advance.
- 3. <u>Licenses and Releases:</u> Trunk Archive will be responsible for negotiating and executing licenses on Artist's behalf, securing any Talent or Model releases, and collecting and disbursing revenues or fees associated with any release or license.
- 4. <u>Sharing of Revenues</u>: Artist shall be entitled to sixty percent (60%) of all revenues received by Trunk Archive from exploitation of the rights granted hereunder. Collected funds shall be paid to Artist at least once per month in U.S. Dollars via ACH transfer, wire transfer, or check. Trunk Archive will be diligent in its collection efforts, however cannot guarantee collection of all funds and will only be required to make payment on collected funds.
- 5. <u>Term and Termination:</u> The initial term of this Agreement shall begin on the date first set forth above, and will continue for a period of one (1) year. Following the initial term period, the Agreement shall remain in effect until such time as either party provides thirty (30) days written notice of termination to the other party. Upon termination of this Agreement, Artist will continue to honor any license agreement entered into pursuant to this Agreement.
- 6. This Agreement shall not be capable of assignment by either party without the written consent of the other party. This Agreement shall be binding upon Artist, Trunk Archive, and their executors, administrators, successors, affiliates, and permitted assigns, as applicable. This Agreement may not be amended, modified, or changed in any respect unless such change is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

TRUNK ARCHIVE	THE ARTIST:	
By: Name: Matthew Moneypenny Title: CEO	By LLW MWYN Annie Leibovitz	11/14/14